INTERIM TOLLING AGREEMENT

THIS INTERIM TOLLING AGREEMENT (hereinafter "Agreement") is made and is effective as of October 6, 2009 (the "Effective Date"), by and between The Boeing Company ("Boeing") and the Department of Toxic Substances Control ("DTSC"), hereinafter collectively "the Parties." The Office of the California Attorney General also consents to the terms of this Agreement.

WHEREAS, the Parties, together with the U.S. Department of Energy (DOE), and the National Aeronautics and Space Administration (NASA), entered into a Consent Order for Corrective Action on August 17, 2007 for the closure, corrective action, and clean-up of the Santa Susana Field Laboratory Facility (hereinafter "Corrective Action Order").

WHEREAS, the State of California subsequently enacted California Health and Safety Code section 25359.20, which establishes requirements related to the Santa Susana Field Laboratory Facility (hereinafter "Facility") that differ from the terms of the Corrective Action Order.

WHEREAS, Boeing contends that it has a cause or causes of action challenging the constitutionality, legality, enforceability, or validity of California Health and Safety Code (HSC) section 25359.20 under federal and/or state law, including but not limited to the United States Constitution and/or the Constitution of the State of California ("the Tolled Claims");

WHEREAS, DTSC asserts that California Health and Safety Code section 25359.20 is constitutional, legal, enforceable and valid; and

WHEREAS, the Parties desire to effectuate response actions at the Facility in a manner that implements the standards of HSC section 25359.20 without the need to resolve the above-described dispute in litigation by reaching agreement on a process to undertake the response

actions at the Santa Susana Field Laboratory, which agreement will be incorporated into a Consent Order for Response Action (hereinafter "Response Action Order").

THEREFORE, in consideration of the covenants contained herein and the mutual benefits to be derived therefrom, Boeing and DTSC agree as follows:

1. The Parties agree that the time beginning on the Effective Date of this Agreement and ending on February 15, 2010 (or as such date may be changed as provided below) will not be included in calculating the application of any statute of limitations, or any defense based on laches or other principles concerning the timeliness of commencing a civil action, that might be applicable to the Tolled Claims (the "Tolling Period").

2. The Parties intend to adhere to the following schedule for completion of negotiations with respect to the Response Action Order for the Facility:

a. At the close of the current public comment period on October 2, 2009 and before October 30, 2009, after negotiation with DOE, NASA, and Boeing, DTSC shall produce for the public a draft Response Action Order based upon its review of the comments received during the public comment period.

b. On or before November 13, 2009, Boeing shall, in coordination to the extent possible with DOE and NASA, provide DTSC a list of any areas of disagreement, both technical and legal, with the new revised draft Response Action Order.

c. Between November 16, 2009 and December 18, 2009, the parties agree to meet, at least twice, together with DOE and NASA to the extent the federal agencies and Boeing share similar concerns, to discuss the areas of disagreement and to mutually agree on a new, shorter list of open items, or to reach an agreement in principle. During this period, a public meeting will be held by DTSC to report on progress of the negotiations,

including a general discussion of the areas of agreement and disagreement between the Parties.

d. On January 8, 2010, DTSC and Boeing in coordination to the extent possible with DOE and NASA, shall release a joint statement regarding the open areas of disagreement based on the short list produced on or before December 18, 2009.

e. Between January 8, 2010, and February 1, 2010, the parties together with DOE and NASA to the extent the federal agencies and Boeing share similar concerns, agree to meet, at least twice, to discuss any remaining issues associated with the Response Action Order.

f. Between January 19, 2010 and February 1, 2010, a public meeting will be held by DTSC to report on the Response Action Order and any remaining issues, if DTSC determines that another public meeting is necessary.

g. On or about February 1, 2010, the Parties agree to determine whether there is an agreement in principle on the Response Action Order. At this time, the parties will evaluate whether it is necessary to extend this Agreement to ensure there is sufficient time for an agreed upon Response Action Order to be executed and finalized.

h. If the close of the current public comment period referenced in Paragraph 2. a. (currently scheduled for October 2, 2009) is extended or an additional comment period is provided before October 30, each and every other date referenced in Paragraph 2. and Paragraph 3., and the Tolling Period set forth in Paragraph 1, shall be extended by the same number of days as is allotted for the additional comment period plus any state holidays that occur during the additional comment period. Notice of any such additional public comment period, and the number of days by which the time periods in this

Agreement are extended, shall be provided to Boeing as specified in Paragraph 8. and shall be incorporated into and deemed part of this Agreement.

3. In the event the Parties do not substantially adhere to the schedule set forth in Paragraph 2. above, DTSC, in its discretion, may elect to terminate this Agreement in accordance with Paragraphs 7 and 8 below. Notwithstanding the foregoing sentence, the Parties' failure to reach agreement by January 19, 2010, on the language of a Reservation of Rights provision, if any, and additionally, on the issue of whether there will be a provision in the Response Action Order with respect to the Tolled Claims, shall effect a termination of this Agreement on February 4, 2010. In such event, DTSC shall provide notice of such termination by January 20, 2010, in the manner provided in Paragraph 8 below.

4. This Agreement does not constitute any admission of law or fact by either Party regarding any issue concerning jurisdiction, liability or any statute of limitations or any other defense or claim concerning the timeliness of commencing a civil action, including that the statute of limitations has already run or expired. The Parties reserve the right to assert, plead, or otherwise raise any defense based on the running of any applicable statute of limitations, or any defense based on laches or other principles concerning the timeliness of commencing a civil action, so long as any such argument or defense is not based upon the passage of time during the Tolling Period.

5. DTSC agrees not to assert, plead or raise any defense or avoidance based on the running of any applicable statute of limitations during the Tolling Period, or any defense or avoidance based on laches or other principles concerning the timeliness of commencing a civil action with respect to the Tolled Claims, based on the failure of either Party to file a complaint during the Tolling Period.

6. Boeing agrees not to file suit with respect to the Tolled Claims prior to the end of the Tolling Period, without first providing written notice of termination of this Agreement to DTSC as provided in Paragraph 8. DTSC and the Office of the California Attorney General agree not to initiate an administrative or judicial proceeding against Boeing regarding the enforcement of California Health and Safety Code section 25359.20 prior to the end of the Tolling Period without first providing written notice of termination of this Agreement to Boeing as provided in Paragraph 7.

7. DTSC may terminate the Tolling Period effective fifteen (15) calendar days after providing to Boeing written notice setting forth its intent to terminate the Tolling Period, as provided in Paragraph 8. The fifteen-day time period shall commence on the date of receipt by Boeing. Any applicable statute of limitations shall recommence running sixteen (16) days following the date of receipt by Boeing of such notice.

8. Any notice provided by either Party shall be delivered by hand, by facsimile transmission (pursuant to Code Civ. Procedure § 1012.5), or by overnight mail (pursuant to Code Civ. Procedure § 1013), addressed as follows:

For Boeing:

Robert Hoffman
Paul, Hastings, Janofsky & Walker LLP
1127 Eleventh Street, Suite 905
Sacramento, CA 95814
Telephone: 916-552-2881
Facsimile: 916-447-2210
and
J. Steven Rogers
Chief Counsel, EHS Law Group

2710 160th Avenue, SE (M/C 7A-XP)
Bellevue, WA 98008
Telephone: 425-865-1071
Facsimile: 425-865-7998

For the Attorney General:
Don Robinson
Supervising Deputy Attorney General
California Department of Justice
300 So. Spring Street, Suite 500-North
Los Angeles, CA 90013
Telephone: 213-897-2611
Fax: 213-897-2802

For DTSC:
Maziar Movassaghi
Acting Director, DTSC
1001 I Street
Sacramento, CA 95814-2828
Telephone: 916-322-0504
Facsimile: 916-324-3158

9. This Agreement contains the entire understanding between the Parties regarding the timing of any litigation with respect to the Tolled Claims, and its effect on potential defenses of DTSC concerning timeliness of commencing a civil action, and no statement, promise or inducement made by either Party to this Agreement, or any agent of such Parties, that is not set forth in this Agreement shall be valid or binding. Except for the notice specified in Paragraph 2. h., this Agreement may not be enlarged, modified or altered except in writing signed by the

Parties and endorsed herein.

10. Except as specifically provided in Paragraph 6, this Agreement shall not be construed to limit the authority of the State of California, or any of its agencies, to undertake any action pursuant to applicable law or regulation, including the filing of administrative or judicial proceeding against Boeing or any other party pursuant to state law. In the event DTSC files an administrative or judicial proceeding against Boeing regarding the Santa Susana Field Laboratory, nothing in this Agreement shall in any way limit the right of Boeing to raise any of the Tolled Claims as a defense or counterclaim in any such proceeding, or to otherwise file suit in a court of competent jurisdiction. This Agreement in no way affects or relieves either Party of its responsibility to comply with any federal, state, or local law or regulation. Except as specifically provided, nothing in this Agreement alters the rights and/or liabilities of the Parties with respect to any potential litigation.

11. This Agreement shall not apply to any third party and shall not revive any cause or causes of action that are already barred by an applicable provision of law as of the Effective Date.

12. The undersigned representative of each Party certifies that he or she is fully authorized to enter into the terms and conditions of this agreement and to legally bind such Party to this document.

13. This Agreement shall be governed and construed in accordance with the laws of the State of California.

14. This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement.

15. Each of the Parties has consulted with legal counsel regarding this Agreement.

16. This Agreement shall be deemed to have been drafted equally by the Parties and it shall not be interpreted for or against either of the Parties on the ground that said Party(ies) drafted it.

For the DEPARTMENT OF TOXIC SUBSTANCES CONTROL:

Date: 10/6/09

By: _____
MAZIAR MOVASSAGHI
Acting Director, DTSC

The Attorney General of the State of California agrees to the terms of this Agreement

Date: 10-6-09

By: _____

DON ROBINSON
Supervising Deputy Attorney General
California Department of Justice

For THE BOEING COMPANY

Date October 6, 2009

By: _____

J. STEVEN ROGERS
Chief Counsel, EHS Law Group
Office of the General Counsel
The Boeing Company